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ABSTRACT

A brief overview on collective bargaining in higher education, data illustrating the growth of collective bargaining, and practical guidelines to help univeristy administrators carry out their responsibilities in the collective bargaining context are presented. The data were obtained from the May 31, 1977 and January 9, 1978 editions of the Chronicle of Higher Education. Summary data are presented on election of bargaining agents for two-year and four-year public and private colleges. Summaries of recent contract settlements for five universities are also included. A text on faculty collective bargaining and a 1977 study on governance in institutions with faculty unions are noted. (SW)

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THE ADMINISTRATOR AND COLLECTIVE BARGAINING

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THE ADMINISTRATOR AND COLLECTIVE BARGAINING

WHY COLLECTIVE BARGAINING

A variety of literature in the field has tended to address reasons why collective bargaining became so popular in the 60's. What factors and/or series of events were most significant in encouraging bargaining? What factors continue to encourage and expand bargaining?

Such factors and series of events have been comprehensively addressed by Weinberg in his 1974 presentation on Collective Bargaining In Higher Education. He indicated that, "collective bargaining began in higher education during the late 1960's which was a period of student activism, violence on campus, exuberance and demonstrations. There was a great press for participatory democracy by students and faculty... several things did happen in the late 60's and early 70's that encouraged bargaining.

The rapid expansion of higher education did slow down. This made for tightening of fiscal and personnel policies... budgets became subject to much more scrutiny by hostile legislators and governors... Coupled with the inflation that occurred in the 1970's declining enrollment became a fatal blow to many private institution... increased trends toward centralized control of public education... buttressed

by pressure for fiscal control. In those states where state boards of higher education have been established and chancellors of higher education have been charged with the responsibility for centralizing the function of supervising higher education, it has played an immediate role in organizing faculties for collective bargaining."[1]

Three of the most significant factors that really stand out and should be reiterated in more detail are the declining and leveling of student enrollments, inflation of the 1970's and moves toward more centralized control. As student enrollments decline or level off, less teaching position can be justified budgetarily, re-appointments became threatened and lay-off became mandated orders of the day. Such actions subsequently jeopardise the possibilities of promotion and tenure.

Inflation causes the prices of goods and services to increase and subsequently limits the universities' abilities to accommodate budgetary needs. Annual salary increases, merit and promotional increases are jeopardised. New and projected programs are cancelled and delayed. Other programs are merged to relieve budgetary restraints. Fringe benefits such as insurance, retirement and fee waivers are jeopardised. Professional development funds for workshops, conferences, institutes and individual or group research leave time are jeopardised.

As such issues and concerns begin to reach surmounting peaks, administrators generally move toward centralized control which, in many instances, exclude faculty participation in decision making, establishing policy and governance. This is not the case in many instances, but the faculty members' thoughts of the administrators probabilities of excluding their imput is threatening. Such thoughts and actions encourages the move toward collective bargaining in an effort to deal effectively with those economic issues and to guarantee due process.

Data provided by the May 31, 1977 and January 9, 1978 editions of The Chronicle of Higher Education identifies the tremendous growth of collective bargaining.

TABLE I

FACULTY UNIONIZATION - SUMMARY OF BARGAINING AGENTS, ELECTIONS AND RECOGNITION OF AGENTS DURING THE ACADEMIC YEAR, MAY, 1977

SUMMARY OF BARGAINING AGENTS

	4-Year Campuses			2-Year Campuses			Grand Total
	Public	Private	Total	Public	Private	Total	
A.A.U.P.....	21	24	45	2	2	4	49
A.F.T.....	71	17	88	108	6	114	202
N.E.A.....	29	12	41	164	2	166	207
A.A.U.P.-A.F.T..	1	0	1	0	0	0	1
A.A.U.P.-N.E.A..	4	0	4	7	0	7	11
Other	18	11	29	44	1	45	74
Total agents....	144	64	208	325	11	336	544
Bargaining rejected.....	22	39	61	10	3	13	74

TABLE I (Cont'd)

ELECTIONS AND RECOGNITIONS OF AGENTS DURING THE CURRENT ACADEMIC YEAR

Underlined indicates newly reported results	4-Year Colleges		2-Year Colleges	
	Entered	Won	Entered	Won
American Assn. of University Professors ..... Four-year colleges: Delaware State C. (A.A.U.P., 72; no agent, 35); Lone Mountain College,* Cal.	11	2	1	0
American Federation of Teachers..... Four-year colleges: Illinois Board of Governors System-5 campuses; U of Oregon (teaching assistants) Park C.,* Mo. Two-year colleges: Cottey C.,* Mo., El Camino C.C., Cal.; Los Angeles C. C.-9 campuses; State Center C.C. District, Cal.-campuses.	9	3	9	4
National Education Association Four-year colleges: Central Michigan U. ; U of Massachusetts-2 campuses. Two-year colleges: C of the Canyons, Cal.; Citrus C., Cal; Kern County C.C. District, Cal.-3 campuses; Mount San Jacinto J.C., Cal.; St. Louis J.C. District-3 campuses**; San Joaquin Delta C., Cal.; Sierra C., Cal; Solano C.C., Cal.; Victor Valley C.C., Cal.; Western Iowa Technical C.; West Hills C., Cal.	11	2	18	10

TABLE I (Cont'd)

ELECTIONS AND RECOGNITION OF AGENTS DURING THE CURRENT ACADEMIC YEAR

	4-Year Colleges		2-Year Colleges	
	Entered	Won	Entered	Won
Independent and Other..... Four-year colleges: Yeshiva U., N.Y. Two-year colleges: Contra Costa C., Cal.; Foothill-De Anza C. C. District, Cal-2 campuses.	4	1	3	2
A.A.U.P.-N.E.A. ..... Four-year colleges: U of Northern Iowa.	1	1	0	0
No Bargaining Agent..... Four-year colleges: Butler U.,* Ind.; Eastern Oregon State C.; Institute of Food and Agricultural Sciences, U of Florida; Merrimack C.,* Mass.; U of New Hampshire-Durham; U of Oregon; Plymouth State C., N.H.; Stephens C.,* Mo.; Waynesburg C.,* Pa. Two-year colleges: Central Florida C.C.; Lasell J.C.,* Mass.: Treasure Valley C.C., Ore.	-	11	-	3
Unresolved ..... Four-year colleges: Keene State C., N.H. Two-year colleges; San Diego C.C. District-3 campuses.	-	1	-	1

Asterisk (*) indicates a private institution.

Double Asterisk (**) indicates that the union has not been officially recognized as the collective-bargaining agent.

TABLE I (Cont'd)

RECENT CONTRACT SETTLEMENTS

Following are summaries of recent collective-bargaining agreements between colleges and their faculty unions. The initials of the national union appear in parentheses after the institution's name.

CONNECTICUT STATE COLLEGES (A.A.U.P.): Salaries will increase 6.6 per cent, retroactive to December, 1976; another 7 per cent in August, 1977; and 5 per cent, plus $400, in August, 1978. The contract provides a tuition waiver for faculty members and their dependents.

UNIVERSITY OF CONNECTICUT (A.A.U.P.): Faculty members will receive a 21 per cent increase in salaries and fringe benefits over a 30-month period. The administration will be required to give reasons for dismissals of faculty members who are not eligible for tenure.

UNIVERSITY OF DETROIT (N.E.A.) Three-year contract includes increases of 16 per cent in salaries and 8 per cent in fringe benefits. Any layoffs will be according to seniority and part-time faculty members will be laid off first. Grievances will be settled by binding arbitration. The contract also provides for an agency shop.

FLORIDA UNIVERSITY SYSTEM (A.F.T.): The contract provides salary increases for all employees about 2 per cent or more and sets aside an equal amount for discretionary pay increases for merit, promotions, overcoming past inequities due to sex and other factors, and retaining top faculty members who are recruited by other institutions. The agreement also establishes a sabbatical leave program.

SOUTHAMPTON CENTER OF LONG ISLAND UNIVERSITY, N.Y. (A.F.T.): Three-year contract provides annual salary increases ranging from $700 to $900 and establishes a permanent panel of arbitrators to settle disputes.

Sources: "Faculty Unionization," Chronicle of Higher Education, May 31, 1977, p. 11.

TABLE 2

FACULTY UNIONIZATION - ELECTIONS AND RECOGNITION OF AGENTS DURING THE ACADEMIC YEAR, JANUARY 1978

ELECTIONS AND RECOGNITIONS OF AGENTS DURING THE CURRENT ACADEMIC YEAR

Underlined indicates newly reported results	4-Year Colleges		2-Year Colleges	
	Bargaining Approved	Bargaining Rejected	Bargaining Approved	Bargaining Rejected
Summary of Results	4	2	8	1

	4-Year Colleges		2-Year Colleges	
	Entered	Won	Entered	Won
American Assn of University Professors..... Four-year colleges: Fairleigh-Dickinson University,* N.J. Two-Year colleges: Cuyahoga Community College-3 campuses (A.A.U.P., 217; N.E.A. 120; challenges, 7).	2	1	1	1
American Federation of Teachers... Four-year colleges: Nasson College,* Me. Two-year colleges: Los Rios Community College System, Cal. - 3 campuses.	4	1	7	1
National Education Association..... Four-year colleges: Detroit Institute of Technology; Massachusetts State Colleges - 10 campuses (N.E.A., 766; A.A.U.P.-A.F.T. coalition, 516; no rep, 120; challenges, 26; blank, 1; void, 1). Two-year colleges: Grossmont College, Cal.; Napa College, Cal.; Santa Ana College, Cal., Continuing-education faculty; San Jose Community College District, Cal.-2campuses; San Mateo Community College, Cal.-3 campuses (N.E.A., 408; A.F.T., 357); Southwestern College, Cal	5	2	9	6

TABLE 2 (Cont'd)

	4-Year Colleges		2-Year Colleges	
	Entered	Won	Entered	Won
Independent and Other.....	1	0	1	0
'No Agent' Victories ..... Four-year colleges: Grand Valley State Colleges, Mich.; Oregon State University (no, 821; yes, 592; challenges, 66). Two-year colleges: Pasadena City College, Cal. (no agent, 155; N.E.A., 149).	-	2	-	1
Unresolved ..... Four-year colleges: Keene State College, N.H. (challenged ballots); South Dakota Board of Regents System - 7 campuses (N.E.A., 587; no agent, 186; challenges, 193; absentees, 39; union needs majority of unit, not those voting.) Two-year colleges: Miami-Dade Community College, Fla. (challenged ballots); Peralta Community College System, Cal. - 4 campuses (challenged ballots)	-	2	-	2

Asterisk (*) indicates a private institution.

RECENT CONTRACT SETTLEMENTS

Following are summaries of recent collective-bargaining agreements between colleges and their faculty unions. The initials of the national union appear in parentheses after the institution's name.

BOARD OF GOVERNORS SYSTEM, Ill. (A.F.T.): Two-year agreement provides that alleged violations of the contract and other personnel procedures can be grieved. The final step in the grievance procedure is binding arbitration by a neutral third party. Faculty members have the right to inspect their own personnel files and to respond to any evaluations in the files.

LOS ANGELES COMMUNITY COLLEGE DISTRICT (A.F.T.): Three-year contract provides an 8-per-cent increase for full-time faculty members and a 10-per-cent increase for part-time teachers for the first year, retroactive to Sept. 12. Faculty members will receive cost-of-living increases in the last two years. The district will establish a $100,000 fund to pay one-half the cost of tuition, up to $500 per instructor, for professional development. Student evaluations of faculty members will be mandatory.

Sources: "Faculty Unionization," Chronicle of Higher Education, January 9, 1978, p. 14.

SOME PRACTICAL GUIDELINES AND PRECAUTIONS

Realizing that administrators often lack the knowledge, understanding and skills to deal effectively with questions, issues, problems and actions that pertain to collective bargaining, in early 1975 Florida's State University System Board of Regents developed a list of Do's and Don'ts, "to provide university administrators with practical guidelines to assist them in carrying out their responsibilities in the collective bargaining context.... University administrators in the SUS clearly may do any or all of the following:

* Tell employees they are free to form, join and participate in a union or to refrain from doing so without prejudicing their status as State employees.

* Communicate to employees orally or in writing reasons for selecting the "NO AGENT" option in any collective bargaining election, provided such communications are consistent with the DON'Ts hereinafter listed.

* Convene meetings of employees during working hours (until the 24-hour period preceding an election) to discuss unionization for collective bargaining.

* Explain to employees the dues and fees required for union membership, provided that in discussing the dues or fees which any given union requires, accurate figures taken

from that union's own publications are referenced.

* Provide employees with accurate factual data about the unions seeking their support, including affiliations with other state, national or international labor organizations, the salaries of union officials, and strike statistics (in connection with any discussion of strikes, mention should be made of the fact that strikes by public employees are prohibited by both the Florida Constitution and the Public Employees Relations Act and the possible consequences of violating the anti-strike law should be detailed).

* Remind employees that signing "union authorization cards" does not require them to vote for any union in a subsequent collective bargaining election

* Relate past experiences of administrators with particular unions at institutions where an agent has been elected.

* Tell employees that proposed union benefits do not occur automatically but must be negotiated - and that the BOR is not required to agree to any proposal or make any concession, provided that it is not stated nor implied that the BOR will refuse to bargain any proper subject in good faith.

* Tell employees that the Florida Legislature does not have to appropriate monies sufficient to fund any collectively negotiated agreement and that its failure to do so shall not constitute or be evidence of an unfair labor practice.

* Consistently enforce the prohibition against solicitation of union membership during the working hours of any employee involved in the solicitation pursuant to Florida Statutes §447.509 (1) (a) (reprinted below), the Chancellor's Interpretive Memorandum of September 27, 1973, and the DOA Memorandum of January 30, 1975.

* Consistently enforce the restrictions upon the distribution of union literature set forth in Florida Statutes §447.509 (1) (b) (reprinted below), and in the DOA Memorandum of January 30, 1975.

* Enforce all rules and regulations impartially and in accordance with customary action, irrespective of employees' membership or activity in a union.

* Lay off, discipline and discharge employees for cause so long as such action follows existing Personnel Rules and Regualtions and is done without regard to union membership or non-union membership.

* Make assignments of preferred work, overtime or shift preference, as long as it is done without regard to employees' participation or non-participation in union activities.

* Hold private conferences with administrators (provided those in attendance do not constitute a "board or commission") for the purpose of discussing unionization and collective bargaining.

* Tell employees that if an agent is elected they may adjust their grievances without the intervention of the bargaining agent only if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievances and only if such adjustment is consistent with any collective bargaining agreement then in effect.

* Tell employees that it is unlawful for a union to interfere with, restrain or coerce them in the exercise of their rights under the Public Employees Relations Act, including the right to refrain from joining, supporting or participating in union activities.

* Tell employees that it is unlawful for a union to instigate or advocate support, in any positive manner, for its activities from university students.

* Post or circulate unsolicited statements or letters from individual employees or employee groups expressing views or beliefs opposing unionization for collective bargaining. Administrators may not solicit such statements or letters or encourage or support the formation of employee groups opposing unionization for collective bargaining.

* Express the view that it is in the best interest of faculty to continue the traditional system of collegial government rather than to permit unions to assume control of university personnel decisions.

University administrators in the SUS may not do any of the following:

* Promise or grant employees pay increases, promotions, benefits or special favors for not joining a union, opposing unionism or voting against a union. All personnel actions must be made in accordance with existing BOR rules and regulations and taken without regard to the employees' membership or participation in a union, or support for its activities.

* Threaten loss of jobs, reduction of income, discontinuance of privileges or benefits presently enjoyed, or otherwise threaten reprisal or force by the use of intimidating language which may influence employees in the exercise of their right to form, join or assist a union or to refrain from doing so; threaten or actually discharge, discipline, transfer, promote or lay employees off because of membership in or activities on behalf of a union; or threaten, through a third party, any of the foregoing acts of interference.

* Spy on or have a representative spy on or even openly attend union meetings (parking across the street from the place of meeting in order to watch employees enter the meeting has been held to be illegal); or conduct themselves in a way that would indicate to employees that they are being watched to determine whether or not they are participating in union activities.

* Discriminate against employees actively supporting the union by intentionally assigning undesirable work to them; transfer employees prejudicially because of union affiliation or active support; or generally engage in any partiality favoring non-union employees over employees active on behalf of the union.

* Discipline or penalize employees actively supporting a union for an infraction which non-union employees are permitted to commit without being likewise disciplined.

* Make any work assignment for the purpose of causing employees active on behalf of a union to quit their jobs or to give up their union membership.

* Intentionally assign work or transfer employees so that those active on behalf of the union are segregated from those it is believed are not interested in supporting a union.

* Ask employees, at time of hiring, or thereafter, for an expression of their thoughts about a union or it officers; how they intend to vote in a union election, whether they belong to a union or have signed a union application or authorization card; or ask employees about the internal affairs of unions such as meetings, etc. (Some employees may of their own accord, walk up and tell of such matters. It is not unfair labor practice to listen, but administrators

must not ask questions to obtain additional information).

* Make statements that they will not deal with the union; tell employees that they will be discharged or disciplined if they are active on behalf of the union or state a preference for one union over another.

* Make predictions about specific, negative consequences that will occur if a union wins an election if such consequences are in the control of the BOR or university administrations. The right of free speech gives the employer the right to express his/her belief as to the negative consequences which unionization may produce. Any such expressions should, however, relate only to consequences beyond the employer's control.

* Prevent the solicitation of employees for union membership during their free time so long as it does not interfere with work being performed by others; or prevent employees from distributing union literature on non-work time in non-work areas.

* Give direct or indirect financial support or assistance to a union, its representatives or employees or to an anti-union organization of employees, or help employees to withdraw union memberships.

* Visit the homes of the employees for the purpose of urging them to reject the union.

* Call employees eligible to vote into their offices or other areas that could be considered a "chamber of management" for the purpose of discussing union activities or sentiment. (Educational administrators should avoid such one-to-one discussions regarding unionization with those department chairmen (and other personnel with administrative responsibilities) identified in the 8/20/75 Composite Stipulation as belonging in the bargaining unit.)

* Discharge, discriminate or take any other action against a public employee because he has filed charges or given testimony under the Public Employees Relations Act.

Sources: "Academic Unionism And The SUS Do's And Don't's: Guidelines for University Administrators, "Florida Board of Regents, 1975.

Administrators must develop knowledge and skills in the terminology, basic steps, contract management, general provisions, governance, personnel policies and academic provisions that involves collective bargaining. The expansion says Means and Semas, "has been neither easy nor comfortable. Administrators and faculty members have had to adjust to a whole new vocabulary, the argot of the industrial labor movement - impasses and arbitration, lockouts and zipper clauses.

And they have had to reassess the old tenets of campus life - that authority is shared, that collegiality is the order of the day."[2] This text will not focus on the various terms and steps utilized by collective bargaining. However, it is recommended that a text edited by Means and Semas entitled, A Chronicle of Higher Education Handbook - Faculty Collective Bargaining, be consulted for a comprehensive presentation on the subject.

THE MISSION OF THE INSTITUTION

A 1977 study on Governance in Institutions with Faculty Unions was done by Mortimer and Richardson, Jr. Their data concluded that, "the advent of collective bargaining in higher education has often been accompanied by increases in the adversarial aspects of faculty - administration relations as well as formalization of those relations. Also faculty influence and central administrative power have reportedly increased under faculty bargaining."[3]

The author of this book is not promoting collective bargaining nor condemning it. However, it is felt that whatever route is taken (Pro or Con) the mission for which the university was established should remain foremost in the minds of the faculty and administrators.

Yes, participation in decision-making is important. Yes, increases in salaries to accommodate the rising cost

of living is important. Yes, the guarantee of due process, formal grievance processes and other requirements relating to working conditions are important. The list goes on and on, but the author's concern is that it is not uncommon for faculty and administrators to get so bogged down with issues on a day to day basis that they forget the goals and objectives of the institution.

When faculty members and their supervisors are at a point where minor issues and concerns cannot be resolved internally on an informal basis, the time and care needed to fulfill the goals and objectives of the institution in general and more particularly the program or department, progress is severely hampered. If the students' educational, vocational and personal-social needs are to be accommodated, professional commitment and cooperation must come from both the faculty and administrators. If research and service to the community are to be provided, professional commitment and cooperation must come from both the faculty and administrators. If fairness, due process and sharing are to be not only philosophied but also practiced, professional commitment and cooperation must come from both the faculty and administrators. Such professional commitment and cooperation isn't easy. It takes hard work. The administrators should set the tone.

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3. Mortimer, Kenneth P. and Richardson, Jr., Richard C., Governance in Institutions with Faculty Unions: Six Case Studies (Union Park: Center for the Study of Higher Education, The Pennsylvania State University, 1977), p. 7.